



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

purchase money is paid, and he subsequently resells the land to his grantor for the amount agreed to be paid by him and conveys the same to his grantor by a deed from himself and wife which is lost before being admitted to record, his widow has no claim on the land, whatever may be her claim on the one-third of the purchase price for which no lien was reserved.

4. COVENANT OF SEISIN—*Breach—Damages.* The covenant of seisin is broken, if at all, as soon as it is made, but the damages to be recovered therefor are not necessarily the consideration paid, but are to be measured by the actual loss sustained, and if, before any injury is sustained the covenantor perfects his title by inurement, the recovery for the breach of the covenant will be limited to nominal damages only.

5. COVENANTS—*Seisin—Further assurances—Supplying evidence of title—Damages.* A grantor who has covenanted that he has the right to convey, and that he will give further assurances of title, may, before his grantee has suffered any damage or been disturbed in his possession and before suit for breach of his covenants, set up and supply a missing link in the chain of his title whereby his grantee is assured of his title and possession.

6. CHANCERY JURISDICTION—*Lost deeds—Effect of decree setting up deed—Evidence.* Courts of equity have jurisdiction to set up lost deeds, and when so set up in a suit in which the court has jurisdiction of the parties and the subject matter, the decree and the deed made in pursuance thereof are proper evidence of the passing of the title by the lost deed and they cannot be assailed in any collateral proceeding. The decree alone is sufficient without the introduction of other parts of the record.

7. LOST DEED—*Husband and wife—Decree setting up deed—Dower.* A decree of a court of chancery setting up an unrecorded deed of husband and wife, which has been lost, does not operate to debar the wife, on the death of her husband, from claiming dower in the land, if she was otherwise entitled to it. The execution and delivery by her of the lost deed did not convey her interest. Admission to record was necessary to accomplish that.

---

MARYE, AUDITOR, v. BOARD OF AGRICULTURE.—Decided at Richmond, January 12, 1899.—*Keith, P.*

1. BOARD OF AGRICULTURE—*Out of what fund salaries and expenses to be paid—Public funds.* The appropriation bill approved March 3, 1898, expressly forbids the payment of the salaries of the Commissioner of Agriculture and his clerk, and the expenses of the Bureau of Agriculture, or any part thereof, out of the public treasury, and repeals, if not expressly, by necessary implication, all former laws authorizing such payment. No money can be paid out of the public treasury except in pursuance of appropriations made by law, and in the case at bar there has been no such appropriation. The act provides that the salaries and expenses aforesaid shall be paid "from the fees and taxes collected on forfeitures."

---

GRAND FOUNTAIN, U. O. T. R. v. WILSON. Decided at Richmond, January 12, 1899.—*Keith, P.* Absent, *Reily and Cardwell, JJ.*

1. EVIDENCE—*Assignments—Testamentary papers—Insurance.* An endorsement